

A. G. Contract No. KR94 2501TRN  
ECS File No.: 94-163  
Project: STP-067-1(6)P/H326501C  
Section: B-40, Riordan - Phoenix

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 5 JANUARY, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on I-40B contemplated by the State, the City has requested the construction of a new concrete barrier wall and pedestrian railing at the ATSF railroad underpass, hereinafter referred to as the Project, at a cost to the City not to exceed \$33,600.00, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

019360<sup>12</sup>  
Secretary of State

95 Jan. 5  
2:10 pm

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. Upon completion, approve and accept the Project on behalf of the parties hereto.

d. Invoice the City for the reasonable direct actual cost of the Project, in a total amount not to exceed \$33,600.00.

### 2. The City will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the City.

b. Reimburse the State up to a total of \$33,600.00 for the cost of the Project, within thirty days after receipt of an invoice.

c. Upon completion and acceptance by the State, provide maintenance to the Project outside the State right-of-way.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Flagstaff  
City Manager  
211 West Aspen Avenue  
Flagstaff, AZ 86001

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF FLAGSTAFF**

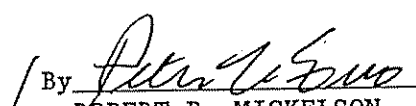
**STATE OF ARIZONA**

Department of Transportation

By


  
CHRISTOPHER BAVASI  
Mayor

By

  
ROBERT P. MICKELSON  
Chief Deputy State Engineer

ATTEST

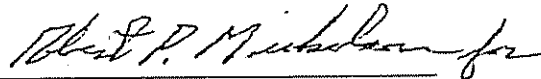
By

  
LINDA BUTLER  
City Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of October 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Flagstaff for the purpose of defining responsibilities for the design, construction and maintenance of a new concrete barrier wall and pedestrian railing at the SFRR underpass on I-40B in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read "Larry S. Bonine", is written over a horizontal line.

LARRY S. BONINE  
Director

RESOLUTION NO. 1965

A RESOLUTION APPROVING AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO PERMANENTLY REPAIR AND RECONSTRUCT THE SITGREAVES UNDERPASS SIDEWALK RAILING.

WHEREAS, the City of Flagstaff is desirous of undertaking a permanent repair of the Sitgreaves underpass railing and barrier, which has been repeatedly damaged by vehicular collisions; and

WHEREAS, the Arizona Department of Transportation has included said repairs in a resurfacing project due to be constructed in Summer of 1995; and

WHEREAS, the Arizona Department of Transportation plans for this project accomplish the City's objectives; and

WHEREAS, the City Council and Beautification Commission have budgeted \$33,600.00 in the current Fiscal Year to accomplish this work; and


WHEREAS, Council approval of entering into an Intergovernmental Agreement is requisite to dispersal of these funds to the Arizona Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

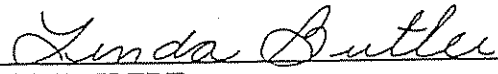
SECTION 1: That the Mayor and City Council of the City of Flagstaff authorize the Mayor and/or City Manager to sign the Intergovernmental Agreement with ADOT and other related documents.

SECTION 2: That the identified funding will be made available subsequent to execution of the Intergovernmental Agreement.


PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 6th day of December, 1994.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

JPA 94-163

APPROVAL OF THE FLAGSTAFF CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF FLAGSTAFF and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13<sup>th</sup> day of December, 1994.

  
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City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2501-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of December, 1994.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
8661G/